

TRAFFIC ENGINEERING AGREEMENT

Between

BROWARD COUNTY

And

CITY OF OAKLAND PARK

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This is a Traffic Engineering Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

CITY OF OAKLAND PARK, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

W I T N E S S E T H:

WHEREAS, Section 316.006(2), Florida Statutes, grants municipalities original jurisdiction over all streets and highways located within their boundaries, except state roads, and grants said cities authority to place and maintain traffic control devices which conform to the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration and with Roadway and Traffic Design Standards promulgated by the Florida Department of Transportation upon all streets and highways under their original jurisdiction, as they shall deem necessary, to indicate and to carry out the provisions of Chapter 316 or to regulate, warn, or guide traffic; and

WHEREAS, _____ presently has a traffic engineering function authorized and directed to carry out the matters authorized by Section 316.006(2), Florida Statutes; and

WHEREAS, the Broward County Charter, Section 1.050, provides that county government shall have the power and authority to assume and perform all functions and obligations now or hereinafter performed by any municipality whenever such municipality shall request the performance or transfer of the function to the COUNTY; and

WHEREAS, it has been determined that a centralized agency responsible for the installation, operation and maintenance of traffic control devices, throughout Broward County, Florida, is the most economical and efficient means of providing such needed service; and

WHEREAS, as part of this centralization of function, CITY and COUNTY have agreed to transfer the functions, authority, powers, responsibilities and duties of the CITY'S Traffic Engineering function pertaining to the planning, installation, operation and maintenance of traffic control devices to the COUNTY pursuant to terms and conditions of this Agreement; and

WHEREAS, as a part of the consideration for this Agreement, CITY has agreed to transfer to COUNTY certain equipment, materials and supplies enumerated hereunder; and

WHEREAS, Section 125.01(3), Florida Statutes, authorizes the COUNTY to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the performance of the COUNTY of certain of the CITY'S authorized functions.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

ARTICLE 1

TRANSFER OF FUNCTIONS AND DUTIES

1.1 CITY agrees to transfer to COUNTY, and the COUNTY agrees to accept and perform the following functions and duties in order to protect the welfare of the public, which functions and duties were formerly performed by CITY:

- (a) Install stop or yield signs where warranted to govern traffic.
- (b) Install and maintain traffic signals where warranted.
- (c) Prohibit or restrict left, right and U-turns.
- (d) Designate crosswalks, establish safety zones and mark traffic lanes, including school zones.
- (e) Designate one-way streets.
- (f) Establish no-parking, no-standing and no-stopping regulations.
- (g) Establish emergency and experimental regulations.

- (h) Establish on-street truck and passenger loading zones.
- (i) Establish speed limits in accordance with nationally recognized standards.
- (j) Establish no-passing zones.
- (k) Designate public carrier stands.
- (l) Establish traffic control guidelines for all roadway construction and maintenance operations.
- (m) Prohibit use of streets by trucks.
- (n) Prohibit use of streets by bicycles.
- (o) Install and maintain street name signs.

1.2 The COUNTY shall perform the above-described functions and duties through its Division of Traffic Engineering or any successor division which may be created. The COUNTY shall be fully responsible for all repair and maintenance concerning the items delineated in paragraphs (a) through (o) above, but it is understood and agreed that CITY shall have the duty and obligation to notify COUNTY promptly when CITY receives actual notice of any and all defects, malfunctions, failings or imperfections in the installation or operation of traffic regulation equipment, signs, and signals as encompassed under this Agreement or if any said equipment, signs and signals are in need of repair, replacement or maintenance. CITY shall give notification to COUNTY by contacting the Broward County Traffic Engineering switchboard operator at 484-9600; then follow-up the verbal notification with written notice to the COUNTY.

1.3 Notwithstanding the above, the CITY shall remain responsible for the trimming and/or removing of any plant growth that blocks or obstructs any traffic control device (or street sign). The COUNTY shall have the duty and obligation to notify CITY promptly when COUNTY receives actual notice of any obstruction of traffic control devices or signage. COUNTY shall give said notice by calling CITY'S Citizen Service at _____. CITY'S Citizen Service shall then notify the appropriate CITY department.

1.4 All regulations established by the Traffic Engineering Division of COUNTY shall be made only after an engineering study has shown that the regulation is proper. All signs, signals and markings and the placement thereof shall be in conformance with the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration and with Roadway and Traffic Design Standards promulgated by the

Florida Department of Transportation. No regulation will be effective unless proper signs, signals and/or markings are in place.

ARTICLE 2

ENCROACHMENTS

- 2.1 It is understood and agreed that CITY shall retain the power to grant encroachments as provided by its Code of Ordinances subject, however, to the right of the COUNTY Traffic Engineering Division to review any proposed encroachments in order to ascertain whether the same will constitute a traffic hazard. If the COUNTY Traffic Engineering Division determines that said encroachment agreement will constitute a traffic hazard, then such encroachment agreement shall not be executed. With regard to existing encroachment agreements, the COUNTY Traffic Engineering Division shall review the same at the request of the CITY or may review the same at its own option in order to determine whether or not the same constitutes traffic hazards.
- 2.2 If the COUNTY Traffic Engineering Division does so determine that any of such encroachment agreements do in fact constitute a traffic hazard or hazards, the COUNTY Traffic Engineering Division shall notify the CITY, and CITY shall take such steps as may be necessary to effect the removal of such encroachments at CITY'S expense.

ARTICLE 3

RETENTION BY CITY OF FUNCTIONS AND DUTIES NOT TRANSFERRED

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of CITY and not specifically transferred to COUNTY hereunder shall be retained by CITY. It is further understood and agreed that CITY is not transferring any of its traffic enforcement functions, rights or duties by the execution of this Agreement, and CITY shall fully retain such traffic enforcement functions, rights and duties together with all rights of enforcement of CITY traffic ordinances or state traffic statutes.

ARTICLE 4

TRANSFER OF MATERIALS, SUPPLIES AND EQUIPMENT

The CITY transfers ownership to the COUNTY of those materials, supplies and equipment contained within and used exclusively

by the CITY'S traffic engineering function, such materials, supplies, and equipment being those itemized and described in the list attached hereto as Exhibit "A" and made a part of this Agreement; and, the CITY shall execute a Bill of Sale Absolute for transfer of title to the COUNTY, and shall transfer possession of these materials, supplies, and equipment.

ARTICLE 5

TRANSFER OF OWNERSHIP OF TRAFFIC CONTROL DEVICES

The CITY transfers ownership to the COUNTY of all traffic control devices presently installed within and owned by the CITY, and the CITY shall execute a Bill of Sale Absolute for the transfer of title to the COUNTY of these devices.

ARTICLE 6

PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES

As part of the assumption of the CITY'S traffic engineering functions, duties and responsibilities, COUNTY agrees to be responsible for and to pay utility bills for traffic control devices located within the CITY limits, but said responsibility shall not include responsibility for utility bills for street lights.

ARTICLE 7

ASSIGNMENT OF CITY'S OUTSTANDING AGREEMENTS

The CITY hereby assigns to the COUNTY all the rights and duties of existing outstanding agreements of the CITY Traffic Engineering function, and the COUNTY hereby assumes all performance required by the CITY in said contracts, a list of which is attached to this Agreement as Exhibit "B," and made a part hereof. No agreement shall be assumed which is not enumerated in Exhibit "B."

ARTICLE 8

COUNTY TO PROVIDE NECESSARY FINANCIAL SUPPORT UNDER AGREEMENT

The COUNTY agrees to provide in its annual budget the financial support necessary for the purpose set forth in this Agreement.

ARTICLE 9

APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY

The CITY agrees to allow the COUNTY to apply for and accept any State or Federal grants, loans, or other programs, which may become available to the COUNTY by virtue of the transfer of this function from the CITY to the COUNTY.

ARTICLE 10

CITY ORDINANCES TO CONFORM TO AGREEMENTS

The CITY agrees to make whatever changes to its code of ordinances that are necessary to fully implement the provisions of this Agreement.

ARTICLE 11

REASONABLE REQUESTS OF CITY

- 11.1 The COUNTY and the Traffic Engineering Division of COUNTY agree to accede to and to implement all reasonable written requests of CITY promulgated by either the CITY Manager of CITY or by resolution of the CITY Commission of CITY for the installation, retention, or removal of traffic control devices within the CITY, and further agree to accede to and to implement all reasonable requests of the CITY with regard to any of the duties and functions specified in Article 1 herein so long as such requests accord with the National Manual on Uniform Traffic Control Devices and specifications of the State Department of Transportation and commonly accepted standards of traffic engineering.
- 11.2 No request of CITY as set forth herein shall alter or affect the provisions of Article 13 below.

ARTICLE 12

INDEMNIFICATION

- 12.1 COUNTY shall indemnify, hold harmless and defend CITY for all claims and damages incurred as a result of work performed by COUNTY, its agent or employees, pursuant to the terms of this Agreement to the extent allowed by law.
- 12.2 It is specifically understood and agreed that COUNTY does not indemnify CITY for the negligent acts or omissions of CITY'S agents or employees or the neglect or omission of CITY to notify COUNTY promptly when CITY receives actual notice of any and all defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs or signals or any

required repairs, replacement or maintenance of the traffic regulation equipment, signs or signals provided under the terms of this Agreement.

- 12.3 The provisions of Sections 12.1 and 12.2 above shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13

CANCELLATION

- 13.1 This Agreement may be canceled by CITY or COUNTY upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and said October 1st shall be the effective date of such cancellation.
- 13.2 On or before the effective date of such cancellation, the COUNTY shall transfer to the CITY an inventory comparable to that described in Articles 4 and 5 hereinabove and the exhibits related thereto, or at the option of the CITY, COUNTY will make a lump sum payment to the CITY in an amount equal to the value of the above-referenced inventory as of the date the lump sum payment is to be made.

ARTICLE 14

PAVEMENT MARKINGS AFTER RESURFACING OF ROADWAY

CITY agrees to install permanent pavement marking materials, either thermoplastic or preformed tape as approved by Broward County Traffic Engineering Division, on all roadway resurfacing projects.

ARTICLE 15

NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Director of Traffic Engineering
2300 West Commercial Blvd.
Fort Lauderdale, Florida 33309

FOR CITY:

CITY MANAGER
CITY OF OAKLAND PARK
3650 N.E. 12th Avenue
Oakland Park, FL 33334

ARTICLE 16

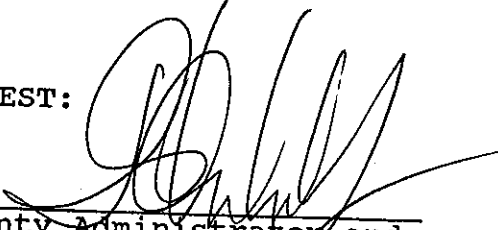
AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 21st day of June, 1994, and _____ signing by and through its MAYOR, duly authorized to execute same.

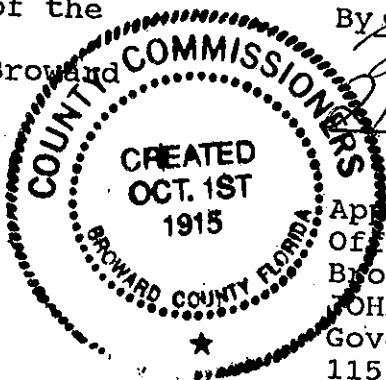
COUNTY

ATTEST:

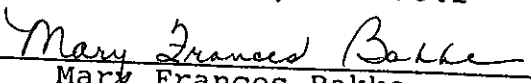

County Administrator and
Ex-Officio Clerk of the
Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By  _____
Chair
_____ day of June, 1994.



Approved as to form by
Office of County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By  _____
Mary Frances Bakke
Assistant County Attorney

- 9 -